

32. SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources, personnel, equipment, facilities, training and travel (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items listed in the Statement of Work Attachment A in the resultant contract and task orders.

33. RESERVED

34. INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all work performed under this contract, including all deliverable items, will be performed at destination by the Contracting Officer or authorized representative, at the following location(s):

<u>Item</u>	<u>Location</u>	<u>Authorized Representative</u>
As stated on individual delivery orders	Ordering NASA Center	As stated on individual delivery orders

35. PERIOD OF PERFORMANCE

The period of performance of this contract shall be five (5) years from the date of award of contract. However, if the contract ordering maximum as stated in clause #40, is reached prior to the end of the 5 year term, the contract shall expire at that point.

36. ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders or activities designated in the Schedule. Such orders may be issued from the date of award of contract through the end of the contract term.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail.

37. ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is no obligated to honor – (1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within fifteen [15] calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-

21of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven [7] calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

38. DELIVERY ORDER PROCEDURES

The following clause shall be used in conjunction with FAR clause 51.216-18 ORDERING (OCT 1995):

Supplies or services to be furnished under this contract shall be ordered through the issuance of a delivery order containing all of the information specified in paragraph (b), below, by the following NASA Installations:

NASA Headquarters (HQ), Washington, DC

- Ames Research Center (ARC), Moffett Field, CA
- Dryden Flight Research Center (DFRC), Edwards, CA
- Glenn Research Center (GRC), Cleveland, OH
- Goddard Institute for Space Studies, New York, NY
- Goddard Space Flight Center (GSFC), Greenbelt, MD
- Jet Propulsion Laboratory (JPL), Pasadena, CA
- Johnson Space Center (JSC), Houston, TX
- Kennedy Space Center (KSC), Kennedy Space Center, FL
- Langley Research Center (LaRC), Hampton, VA
- Marshall Space Flight Center (MSFC), Marshall Space Flight Center, AL
- Michoud Assembly Facility, New Orleans, LA
- NASA Independent Verification and Validation (IV&V) Facility, Fairmont, WV
- NASA Shared Services Center (NSSC), Stennis Space Center, MS
- Stennis Space Center (SSC), Stennis Space Center, MS
- Wallops Flight Facility (WFF), Wallops island, VA
- White Sands Test Facility, Las Cruces, NM

Contracting Officers who need help or have a question placing orders under this contract should contact:

Ms. Eunice J. Adams-Sipp
NASA Glenn Research Center
21000 Brookpark Rd., M.S. 60-1
Cleveland, OH 44135-3127
(216) 433-6644
eunice.j.adams-sipp@nasa.gov

Only warranted Contracting Officers may issue delivery orders under this contract after having received a copy of the written authorization to proceed from the contract COTR. Each Contracting Officer issuing delivery orders under this contract is responsible for ensuring that they have obtained all file documentation required by FAR and the NFS, as well as that the fixed price negotiated for the delivery order is fair and reasonable by obtaining a proposal from the Contractor for each potential delivery order. While the Contractor's independent contributions to an order will be reflected in each delivery order proposal, they will not be reflected in the final price for the delivery order.

A copy of each order placed under this contract **MUST** be sent to the Contracting Officer after it is issued to the address or e-mail address shown in paragraph (a), above, for contract administration purposes.

(b) Content of Delivery Orders

Delivery orders shall be issued in writing. **ORAL ORDERS ARE NOT AUTHORIZED.** Written orders may be sent by facsimile machine (FAX) or by electronic means, with a hard-copy follow-up.

Delivery orders shall include, but not be limited to, the following information:

- Date of order
- GRC contract number and individual Center order number
- Purchase request number and either the appropriation and accounting data or a statement that such data is retained in SAP
- Description of the required effort, including deliverables, reports of work (if any), and document distribution requirements (if any)
- Period of performance
- Exact place of delivery and acceptance
- The Firm Fixed Price of the Order
- The address for invoicing
- Individual Center point of contact

(c) Delivery Order Modifications

Delivery orders may be modified in writing by a Contracting Officer from the original ordering Center. All modifications shall be in accordance with the contract terms and conditions. . A copy of all order modifications **MUST** be sent to Contracting Officer at the address or e-mail address shown in paragraph (a), above.

39. INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after three (3) months after the contract expiration date.

40. INDEFINITE QUANTITY – CONTRACT MINIMUM/MAXIMUM AMOUNT

The minimum amount the Government will order under this contract is \$5,000.00. The maximum

amount for orders issued during the life of this contract is estimated at \$4,500,000.00. Based on overall usage of the contract, the Government reserves the right to increase the estimated order amount by 10 (ten) percent.

41. LABOR RATES

The following fully burdened labor rates as described in attachment C shall be utilized for task order/delivery order pricing. These rates represent maximum rates and shall be lowered if economic conditions warrant. Additional labor categories can be added with the consent of the parties.

42. RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23)(JUN 1987)

Except for data contained on pages [TBD], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data - General clause contained in this contract) in and to the technical data contained in the proposal dated [TBD], upon which this contract is based.

43. F.O.B. POINT

All items delivered under this contract shall be shipped F.O.B. Destination to the address shown on the individual delivery order.

44. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9)(JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

45. ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72)(JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees

to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

46. RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73)(JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at NFS 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages _____ (insert page numbers or

other identification of pages).

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive". This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening,

provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

47. NASA SYSTEM ADMINISTRATOR SECURITY CERTIFICATION

(a) In addition to any other requirements of this contract, all individuals who perform tasks as a system administrator or have authority to perform tasks normally performed by system administrator shall be required to demonstrate knowledge appropriate to those tasks. This demonstration, referred to as the NASA System Administrator Security Certification, is a NASA funded two-tier assessment to verify that system administrators are able to--

(1) Demonstrate knowledge in system administration for the operating systems for which they have responsibility.

(2) Demonstrate knowledge in the understanding and application of Network and Internet Security.

(b) Certification is granted upon achieving a score above the certification level on both an Operating System test and the Network and Internet Security Test. The Certification earned under this process will be valid for three years. The criteria for these skills assessment has been established by the NASA Chief Information Officer. The objectives and procedures for this certification can be obtained by contacting the IT Security Awareness and Training Center at (216) 433-2063.

(c) A system administrator is one who provides IT services, network services, files storage, web services, etc. to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service or machine. A lead system administrator has responsibility for information technology security (ITS) for multiple computers or network devices represented within a system; ensuring all devices assigned to them are kept in a secure configuration (patched/mitigated); and ensuring that all other system administrators under their lead understand and perform ITS duties. An individual that has full access or arbitative rights on a system or machine that is only servicing themselves does not constitute a "system administrator" since they are only providing or accepting responsibility for their system. An individual that is only servicing themselves is not required to obtain a System Administrator Certification.

48. PIV CARD ISSUANCE PROCEDURES

"PIV Card Issuance Procedures", posted on the World Wide Web at <http://www.grc.nasa.gov/WWW/Procure/PIVCardIssuanceProcedures.doc>, are incorporated herein by reference and made a part hereof.

These PIV Card Issuance Procedures are in accordance with FAR clause 52.204-9, "Personal Identity Verification of Contractor Personnel" and NASA Procurement Information Circular (PIC) 06-01 entitled "Personal Identity Verification of Contractors", dated January 18, 2006.

49. OMBUDSMAN (NFS 1852.215-84)(OCT 2003) ALTERNATE I (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition.

When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman:

Kirk Seablom
NASA Glenn Research Center
21000 Brookpark Rd., M.S. 142-5
Cleveland, OH 44135-3191
Telephone: (216) 433-5593
E-mail: Kirk.D.Seablom@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

- (c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

50. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR) clauses at -
<http://www.acqnet.gov/far/>
NASA FAR Supplement (NFS) clauses at -
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.212-4 (FEB 2007) CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

B. OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS INCORPORATED BY REFERENCE

FAR 52.212-3, "Offeror Representations and Certifications", as completed by the Contractor, are hereby incorporated in their entirety by reference with the same force and effect as if they were given in full text.

C. ADDENDA TO FAR 52.212-4

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.203-3 (APR 1984) GRATUITIES
- 52.215-21 (OCT 1997) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS - ALTERNATE IV (OCT 1997)

Insert "(b) Provide information described below:

A cost element breakdown, consistent with the offeror's standard accounting practices, that shall encompass all costs associated with the requirements of the proposed contract changes and shall comply with the applicable FAR and NASA FAR Supplement regulations and governing statutory requirements."

- 52.217-8 (NOV 1999) OPTION TO EXTEND SERVICES
Insert "seven (7) calendar before the end of the contract term" in the blank.
- 52.222-1 (FEB 1997) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
- 52.227-14 (JUN 1987) RIGHTS IN DATA – GENERAL As modified by NASA FAR Supplement 1852.224- 14 (OCT 1995)
- 52.227-19 (JUN 1987) COMPUTER SOFTWARE - RESTRICTED RIGHTS
As modified by NASA FAR Supplement 1852.227-19 (DEC 2006)
- 52.232-17 (JUN 1996)INTEREST
- 52.232-18 (APR 1984)AVAILABILITY OF FUNDS
- 52.233-4 (OCT 2004)APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
- 52.247-34 (NOV 1991)F.O.B. DESTINATION
- 52.253-1 (JAN 1991)COMPUTER GENERATED FORMS

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

- 1852.203-70 (JUN 2001) DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
- 1852.204-76 (MAY 2007) SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
- 1852.208-81 (NOV 2004) RESTRICTIONS ON PRINTING AND DUPLICATING
- 1852.211-70 (SEP 2005) PACKAGING, HANDLING, AND TRANSPORTATION
- 1852.219-76 (JUL 1997) NASA 8 PERCENT GOAL
- 1852.223-72 (APR 2002) SAFETY AND HEALTH (SHORT FORM)
- 1852.223-75 (FEB 2002) MAJOR BREACH OF SAFETY OR SECURITY -- ALTERNATE I (FEB 2006)
- 1852.225-70 (FEB 2000) EXPORT LICENSES

51. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OF EXECUTIVE ORDERS – COMMERCIAL ITEMS (FAR 52.212-5)(JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ☐ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- ☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ☐ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ☒ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).
- ☒ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).
- ☒ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ☐ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ☐ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ☐ (11) [Reserved]
- ☒ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ☐ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ☐ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ☒ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ☐ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ☐ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ☐ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ☐ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ☒ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ☒ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ☐ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ☐ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of [52.219-23](#).
- ☐ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ☐ (21) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ☐ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ☒ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).

- ___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- X (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- X (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- X (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- X (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(iii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- ___ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- ___ (iv) Alternate III (Nov 2012) of [52.225-3](#).
- ___ (41) [52.225-5](#), Trade Agreements (NOV 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52. RIGHTS IN DATA

(a) The data required by the Statement of Work including course material developed under any CLIN #2 Software Process Improvement Training, with the exception of any restricted computer software developed by the Contractor prior to the award of this contract, is defined as “unlimited rights data” in accordance with the “Rights in Data – General” clause of this contract, and the Government has the rights to this data defined in this clause.

(b) Any restricted computer software developed by the Contractor prior to the award of this contract, or commercial off-the-shelf (COTS) product developed outside of this contract, and required to be delivered hereunder is subject to the “Commercial Computer Software – Restricted Rights” clause of this contract.

53. INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FAR 52.212-1)(FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover

sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this

solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

54. ADDENDUM TO FAR 52.212-1 - INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

The Offeror shall submit one (1) original and two (2) copies of the Technical, Experience and Past Performance, and Cost/Price portions of its proposal, one (1) copy of the completed Representations and Certifications, and one (1) completed copy of the SF-1449.

The Offeror's proposal shall contain **two distinct** volumes:

- Volume I: Technical Response/Experience and Past Performance volume, divided into two separate sections, and
- Volume II: Cost/Price volume. The Offeror's Representations and Certifications as well as the completed SF-1449 can be included with the Original of the Cost/Price Volume but should be separated from the Cost portion by tabs.

The two volumes shall be separate and complete unto themselves to allow for separate and concurrent evaluation. The proposal shall be marked in the legend "SOURCE SELECTION INFORMATION – SEE FAR 3.104" on each page to meet the requirements of Procurement Integrity.

Proposals shall be specific, complete, and concise. Vague statements shall be interpreted as evidence of a lack of understanding on the part of the Offeror or the inability to demonstrate adequate qualifications. Only the requested information is required for proper evaluation.

Proposals shall be tabbed and separated as appropriate. Offers shall include the name and phone number of the company official authorized to bind the company, Offeror's facsimile number, and e-mail address.

FASCIMILE OFFERS ARE NOT AUTHORIZED.

The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Technical Response: **30 pages**

Past Performance and Experience: **10 pages**

Cost: **No page limit**

A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using no smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. **Smaller than 12 point type may be used in figures or charts within the written proposals so long as the figure or chart does not consist primarily of text AND can be reasonably read by the evaluators, if the information is unable to be deciphered it WILL NOT be evaluated.**

Introduction pages, title pages, and tables of contents are excluded from the page counts specified in the above. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror.

Elaborate formats and binders are neither necessary nor desirable for proposal preparation. Legibility, completeness, clarity, coherence, and conciseness will facilitate evaluation and assure proper credit is assigned to your proposal. Vague statements shall be interpreted as evidence of your lack of understanding on the part of the Offeror or the inability to demonstrate adequate qualifications.

ELECTRONIC DATA SUBMISSION

Offerors and their major subcontractors are required to submit their proposals in two (2) formats, one (1) in a conventional hard copy bound format and one (1) in a standardized 700 MB Compact Disk (CD) format. In the event of a discrepancy between the electronic format and the hard copy, the hard copy will be considered the intended text. The disk submission must be compatible with the software and hardware specifications described below and must be labeled externally with the RFP number, Company Name, Date Prepared, and annotated "Source Selection Information – See FAR 3.104".

The Government intends to use PC compatible computers to aid in the evaluation of price proposals. The Government will use Microsoft Office Word 2007 and Microsoft Office Excel 2007 in its evaluation. For pictures, the Government prefers encapsulated Postscript (.eps) or embedded (copying and pasting any format of graphic into a document) MS Word 7.0 pictures. The following formats for pictures, drawings, figures, etc., are also acceptable: .cgm, .dxf, or .bmp.

HARD COPY PROPOSAL SUBMISSION INSTRUCTIONS

Address and forward the proposal package to:

**NASA Glenn Research Center
Attn: Eunice J. Adams-Sipp
21000 Brookpark Rd., M/S 60-1
Cleveland, OH 44135-3127**

All Offerors (including companies that have badged access to GRC) who choose to hand deliver their proposal shall schedule a "delivery time" with the Government. Proposals shall be delivered to the NASA Glenn Research Center, Building 60 (loading dock on west side of building). Offers shall contact Eunice.J.Adams-Sipp@nasa.gov at least 24 hours in advance to schedule a delivery time. For companies that do not have badged access to GRC, a visitor badge will be issued at the GRC Main Gate. The following information shall be provided when a delivery time is scheduled. Name of individual(s), citizenship, and company representing. A picture identification (driver's license, state identification card, or passport) is also required to receive a visitors badge. Only US citizens will be permitted access to GRC. Please allow 30 minutes for visitor badge processing.

A. VOLUME I - TECHNICAL CAPABILITY

Your Technical Response shall address the following items.

1. Response to SAMPLE TASKS

The offeror shall provide a response to the sample tasks. The response should display a clear understanding of the sample tasks requirement. The response should include the approach to meet the requirements of the sample tasks, skill sets and qualifications of the types of people proposed to complete the tasks, length of time and schedule to complete the effort, and the overall proposed cost (see below).

In addition to the technical portion of the response to the Sample Tasks, the Offeror shall provide for

each sample task a cost element breakdown, consistent with the Offeror's standard accounting practices, that encompasses all costs associated with the requirements of the sample task in the Cost volume and shall comply with the applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) regulations governing statutory requirements. All pricing or estimating techniques used shall be clearly explained in detail and shall support the proposed costs in such a manner that review, computation and verification can be accomplished.

These sample tasks may or may not represent actual tasks which might be issued under any resultant contract and are provided to enable the Offeror to submit a technical proposal for evaluation purposes.

2. Technical Qualifications

The offeror shall provide a listing of corporate professional certification, partnerships, and associations and shall discuss their capabilities to provide personnel with the following certifications: Certified SCAMPI High Maturity Lead Appraisers for CMMI-Dev and Certified Instructors for CMMI Introduction to CMMI-Dev. Other highly desirable certifications include Instructor for CMMI Level 2 Practitioner and CMMI Practitioner Level 3 classes.

The offeror shall provide a listing of developed classes/training consistent with the requirement of the RFP. Included shall be a brief description of the class, objectives and the length of the class/training.

3. Management Approach

The contractor shall provide a discussion of the management approach. At a minimum, the discussion shall include your plan to: effectively staff the areas of the SOW; respond to fluctuating workloads; effectively staff multiple appraisals requests at separate sites; proposed use of subcontractors or teaming partners; and your process to ensure work products are thorough, accurate, and complete.

4. Key Personnel and Training

The contractor shall provide a listing of any proposed "key" personnel including experience, qualifications, and proposed time dedicated to this effort. The contractor shall discuss their process for backfilling in the event of personnel turnover and the training of personnel to ensure they are fully qualified to perform the requirements of the SOW.

B. VOLUME I - RELEVANT EXPERIENCE AND PAST PERFORMANCE

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size, content, and complexity to the requirements of this acquisition. The information requested below is anticipated to be sufficient for purposes of the evaluation of past performance; however, Offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant past performance.

The Offeror shall submit the following information to describe experience and past performance for contracts considered relevant for the Offeror and any proposed major subcontractors who will perform over 10% of the work effort. For the Offeror and proposed major subcontractors, indicate which contracts/subcontracts are most related (i.e. similar in technical requirements and complexity) to the proposed effort, as well as which contracts/subcontracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract. Offers shall include:

- A list of all relevant government and industry contracts involving types of related effort. These contracts should demonstrate the Offeror's capabilities to perform this requirement.

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the Offeror's performance record. (Please verify the telephone numbers provided are current and correct.)
- Contract number, type, and total original and present or final contract value
- Date of contract, place(s) of performance.
- Brief description of contract work and comparability to the proposed effort. This may include:
Demonstrated past experience in conducting CMMI[®] appraisals and CMMI[®] process improvement efforts, timeliness in responding to customer requests for individual appraisal costs and appraisal schedule availability, cost control, and customer satisfaction. The Offeror's success record in helping organizations to successfully achieve CMMI[®] levels as well as evaluations of performance on contracts for the same or similar services. Specifically state any experience working in the NASA domain with NASA projects to achieve CMMI[®] compliance, as well as any demonstrated use/knowledge of NASA software standards, procedures and guidelines. Offeror shall include information on whether any of the offeror's certified Lead Appraisers have had their certification revoked.

For the listed contracts or projects the Offeror considers most relevant to this procurement, the Offeror is instructed to forward the Past Performance Client Questionnaire to the contact persons provided in its response to this section, either the CO/contracts professional or the COR/technical professional as applicable. Those references should be instructed to complete and forward the questionnaire directly to the Government along with the Offeror proposal. The Offeror shall submit a minimum of three (3) and a maximum of (5) questionnaires pertaining to their prime and or/subcontracts.

The Government reserves the right to evaluate and assess relevant experience and past performance information from other available sources including government personnel, clients, and government data bases.

C. Volume II – Cost/Price

It is contemplated that a single NASA Basic Ordering Agreement with a five-year ordering period with Firm-Fixed Price Task Orders will be awarded as a result of this solicitation. For pricing purposes, the anticipated contract start date of July 1, 2013 shall be used.

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. The Government assumes that adequate price competition will exist, thereby negating the need for submission of certified cost and pricing data (FAR 15.403-1). Cost information will not be requested unless proposed prices appear unreasonable or unrealistically low given the Offeror's proposed approach and there are concerns that the Contractor may default; and/or if only one proposal is received in response to the solicitation (FAR 15.403-1(c)). Offerors will be advised if additional data is needed (FAR 15.403-3).

Only minimal information other than cost or pricing data necessary to establish a price shall be requested at this time (FAR 15.403). It is anticipated that the amount and types of data required will be adequate to ensure the price proposals have been prepared on a sound basis, evaluate competitive approaches, and determine price reasonableness.

The contemplated resultant contract proposal shall be written in a manner that is consistent with the Offeror's normal, disclosed, and/or approved estimating and accounting practices. Rationale shall be provided for variances.

Offerors are instructed to complete all applicable templates provided herein and encouraged to provide supporting information to explain the basis of estimate for the proposed amounts. The Offeror's own format

shall be used for submitting supporting information.

While the proposals are not required to be cost certifiable, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by cognizant Defense Contract Audit Agency (DCAA) offices. Comprehensive audits of the prime and any of the subcontractor's proposals may occur to ensure a fair and reasonable price to the Government.

Additional Instructions

Price Proposal Preparation: The price proposal shall encompass all prices associated with the requirements of the RFP and shall comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements.

Formulas: All formulas used in the electronic spreadsheets must be clearly visible. The workbooks must contain no macros or hidden cells. The use of external links is prohibited. Supporting information may be utilized to support 'stand-alone values', or values that do not result from a visible formula or link.

Locks: The electronic submittal shall not be locked/protected or secured by passwords in part or in whole.

Worksheet Naming: Offerors may develop their own worksheet naming convention.

Rounding: Monetary amounts may be expressed to the closest whole dollar amount, with cents omitted. Indirect Rate Percentages shall not be expressed to no less the second decimal place.

Price Proposal Introductory Page

The following information shall be submitted on the Introductory Page of the Price Proposal:

- An indication of "Volume II: Price Proposal"
- Solicitation Number
- Offeror's (or Business) name, address, and telephone number
- Name, title, telephone number and e-mail address of a Point of Contact familiar with and authorized to provide additional information concerning the Price Proposal
- Total Proposed Amount, and
- The location of the Offeror's auditable records if differs from the Offeror's address

Pricing Information

- The contractor shall provide pricing information for each sample task. The information shall fully describe and explain the basis of estimates for the sample tasks. Detailed information shall include types of labor, labor hours, fully burdened labor rates, other direct costs, any additional markups or pricing considerations). The information shall be provided on an excel workbook with a tab for each tasks.
- The contractor shall provide the fully burdened labor rates for each type of labor proposed for this contract. The rates shall be provided for a five year period. These rates will be incorporated into the contract and will comprise the fully burdened ceiling rates to be used for pricing.
- The Contractor shall provide a price for any existing classes/training currently developed and offered by the company. Pricing shall be for the five year ordering period. These prices will be incorporated into the contract as Attachment C.

Responsibility Determination Disclosures (Financial Capability)

Offerors are required to submit information which demonstrates their financial capability to perform the contract. If a teaming arrangement, joint venture, or other business combination is contemplated, disclose each

participant's responsibility for financial management of the venture, funding requirements, limitation of liabilities, and any other information which describes the business arrangement.

55. ADDENDA to FAR 52.212-1 (INCORPORATED BY REFERENCE)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.214-34	(APR1991)	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	(APR1991)	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-20	(OCT 1997)	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – ALTERNATE IV (OCT 1997 Insert "(b) Provide Information described below: A cost element breakdown, consistent with the offeror's standard accounting practices, that shall encompass all costs associated with the requirements of the proposed contract changes and shall comply with the applicable FAR and NASA FAR Supplement regulations and governing statutory requirements."
52.233-2	(AUG 1996)	SERVICE OF PROTEST Insert in paragraph (a) "Eunice Adams Sipp NASA Glenn Research Center, 21000 Brookpark Rd. Mail Stop 60-1 Cleveland, OH 44135"
NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS		
1852.233-70	(OCT 2002)	PROTESTS TO NASA

56. SOURCE SELECTION AND EVALUATION FACTORS

This competitive negotiated acquisition will be conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, "Source Selection," and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA formal source selection," will not apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation," and NFS 1815.305-70, "Identification of unacceptable proposals."

Award will be made to the responsible offeror whose proposal meets the requirements of the solicitation and provides the best value to the Government. These following factors will be used to evaluate each proposal. A further description for each evaluation factor is provided below.

The evaluation factors are: 1. Technical Capability, 2. Relevant Experience and Past Performance, 3. Cost/Price

Within Technical Capability, the following subfactors will be used. The subfactors are equal in importance:

- Response to Sample Tasks
- Technical Qualifications
- Management Approach
- Key Personnel and Training

(1) Technical Capability Evaluation Factors

The response in this Factor must demonstrate that the Offeror understands the requirements of the Statement of Work. The Government will evaluate the Offeror's proposal for completeness, adequacy and overall response in the following areas:

Response to Sample Tasks

The Offeror's overall understanding of the requirements in the Sample Tasks; the technical approach set forth to meet the requirements; types of people, qualifications, and credentials of individuals proposed to complete the work, and overall cost of the tasks.

Technical Qualifications

The Offeror's professional memberships, associations, qualifications and other certifications. The Offeror's ability to provide personnel with the appropriate certifications.

Management Approach

The Offeror's approach to effectively staff the activity including multiple appraisal requests at separate sites, respond to fluctuating workloads, effective use of subcontractors or teaming partners, and the process to ensure delivered products are thorough, accurate and complete.

Key Personnel and Training

The qualifications of proposed key personnel to include experience, qualifications, and proposed time dedicated to this effort; the process to backfill in the event of personnel turnover; and the training of personnel to ensure they are fully qualified. The Offeror's existing class/training offering will be evaluated to assess the current capabilities to perform the SOW effort.

(2) Technical Capability Ratings

The following ratings will be used for Technical Capability:

ADJECTIVAL RATING	DESCRIPTION
EXCELLENT	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
VERY GOOD	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.
GOOD	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.
FAIR	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.
POOR	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

(3) Cost/Price Evaluation Factor

An analysis will be performed in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B) and (C) to determine cost reasonableness and cost realism. A probable cost may be developed for purposes of determining best value to the Government. Refer to FAR 15.404-1(d) for an explanation of “cost realism” and “probable cost.” The reasonableness of the proposed profit will be assessed in accordance with FAR 15.404-4. The cost proposal portion of the response to the Sample Tasks will be used as the basis for this analysis.

(4) Experience and Past Performance Evaluation Factor

(a) An evaluation will be conducted on each offeror’s record (including the record of any significant subcontractors or teaming partners) of performing services or delivering products that are similar in size, content, and complexity to the requirements of this solicitation (or to the portion of work to be performed by the significant subcontractor or teaming partner). The adjective rating assigned to Experience and Past Performance (see below) will reflect consideration of information contained in the proposal, past performance evaluation input provided through customer questionnaires, and other references, if any, that the Government may contact for additional past performance information. Offerors without a record of relevant past performance, or for who information on past performance is not available, shall receive a neutral rating in accordance with FAR 15.305(a)(2)(iv).

(b) Experience and Past Performance Adjective Ratings.

The ratings set forth below will be used to evaluate the Past Performance factor for each offeror. Each adjective rating has a “performance” component and a “relevance” component. The offeror must meet the requirements of both components to achieve a particular rating. In assessing performance, the Government will consider the offeror’s record relative to technical and schedule requirements; cost management; and other contract requirements. Isolated or infrequent problems that were not severe or persistent, and for which the offeror took immediate and appropriate corrective action, may not reduce the offeror’s rating. On the other hand, ratings will be reduced when problems were within the contractor’s control and were significant, persistent, or frequent, or when there is a pattern of problems or a negative trend of performance. In assessing relevance, the Government will consider the degree of similarity in size, content, and complexity to the requirements in this solicitation, as well as the currency of the past performance.

RATING	DESCRIPTION
Very High Level of Confidence	The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)
High Level of Confidence	The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.)

Moderate Level of Confidence	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. ** (There may be strengths or weaknesses, or both.)
Low Level of Confidence	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)
Neutral	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(c) Relative Importance of Evaluation Factors and Sub-Factors

Selection of an offeror for award will be based on Technical Capability and a trade-off (as described at FAR 15.101-1) between Cost/Price and Experience and Past Performance.

As individual factors, Technical Capability is more important than Experience and Past Performance which is more important than Cost/Price.

Technical Capability, Experience and Past Performance and Cost/Price are approximately equal in importance.

For purposes of the Technical Capability evaluation, Subfactors: Response to Sample Tasks, Technical Qualifications, Management Approach, and Key Personnel and Training are approximately equal in importance.

At the conclusion of the Technical Capability evaluation, the individual subfactor ratings will be considered to support a single Technical Capability adjectival rating.

57. OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERICAL ITEMS (FAR 52.212-3)(DEC 2012) – ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more

women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business

concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, or is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is or is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is or is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
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[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.

Country of Origin

[List as necessary]

(4) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.

Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax

liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if

paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(iii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) Common parent.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

Alternate I (Apr 2011). As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

ATTACHMENT A

STATEMENT OF WORK

Engineering is a core capability and a key enabling technology necessary for the support of NASA's enterprises. Ensuring the quality, safety, and reliability of NASA's engineering products is of paramount importance in achieving mission success. Through surveys and assessments, many engineering challenges within the Agency have been identified and documented.

The NASA Office of Chief Engineer has issued a Software Engineering Initiative throughout the Agency to advance software engineering principles to effectively meet the scientific and technical objectives of NASA. NASA has recognized that the Software Engineering Institute's Capability Maturity Model – Integrated[®] (CMMI[®]) provides a proven framework for advancing engineering practices and is a key element in achieving the goals of NASA. NASA's Office of the Chief Engineer, Chief Information Officer, and Office of Safety and Mission Assurance are joint sponsors of the NASA Software Engineering Initiative and similar efforts in other engineering disciplines, such as Systems Engineering. The NASA Software Working Group (SWG) has a significant role in the implementation of the Software Engineering Initiative.

The NASA Glenn Research Center (GRC)'s Director has responded with a Glenn Software Engineering Initiative Implementation Plan and part of that plan involves a proactive approach for software process improvement. To that end, GRC's Software Engineering Process Group has spearheaded the procurement of Engineering Process Improvement Services through this contract, which is available for use throughout NASA.

Scope of Work

There are three major components to the scope of work of this contract, outlined in the Contract Line Items (CLINS) described, below. The nature of these items makes it a requirement that the Contractor must be a CMMI Institute Partner. Fixed-price Delivery Orders for these services can be placed by any NASA Center after review and written approval by the contract COTR in accordance with the "DELIVERY ORDER PROCEDURES" clause of this contract.

CLIN #1: Engineering Process Improvement

DESCRIPTION: The Contractor shall recommend and facilitate the use of best practices to improve software and systems engineering capabilities. The types of work that may be included in this effort are assistance with developing Agency, Center and organizational processes, consultations on developing and using Agency consolidated processes, and Center or organizational processes, leading audits of processes against policy documents, assistance with developing training plans for software and systems engineering professionals, assisting with incorporating processes and best practices, comparisons and analyses of government, contractor and industry standards and practices, Agency level assessments, and assisting in the collection and analysis of process and project metrics. Work will be performed on-site at the ordering Center's location and at the Contractor's facilities. The Contractor may be required to attend status meetings, in person or via telephone, as well as other meetings to support teams or to cover special topics. Contractor may also be required to provide special process improvement services, such as: 1) providing a process improvement consultant/facilitator for an extended period of time to assist with activities such as the update of the NASA Procedural Requirements for software development, NPR 7150.2, or 2) obtaining a consultation, analysis or training through an independent expert organization.

CLIN #2: Software Process Improvement Training

DESCRIPTION: The Contractor shall provide training in software and systems engineering process improvement, including but not limited to topics such as process writing, software engineering methods and techniques (e.g., software cost estimating), CMMI[®] training, Software Engineering Process Group training, Industry Standards Training and training on NASA Software Engineering related Procedural Requirements and NASA Standards. The contract shall provide or acquire specialized software engineering training for the NASA Agency, Centers and facilities as requested. The Contractor shall conduct this training on-site or via WebEx and telecom at the NASA Center that ordered the training. As part of the training, the Contractor shall be responsible for production and delivery of all student materials needed for the number of students specified on the delivery order up to the maximum number allowed per class. The Contractor shall deliver a copy of completed student evaluations, and completed attendance sheets to the Center Point-of-Contact for the requested course. Per task order direction, the contract may be required to provide the capability to order or produce and deliver all student materials needed for the number of students for government delivered classes, per request.

CLIN #3: Standard CMMI[®] Appraisal Method for Process Improvement (SCAMPI)

DESCRIPTION: The Contractor shall perform Standard CMMI[®] Appraisal Method for Process Improvement (SCAMPI) A, B, C and M appraisals on-site at the NASA Center that ordered the appraisal. Each appraisal shall be led by a CMMI Institute Certified SCAMPI High Maturity Lead AppraiserSM working through a CMMI-Institute Partner, and be registered with the CMMI Institute. For each successful SCAMPI A and M appraisal the Contractor shall provide an official CMMI[®] rating. For each unsuccessful SCAMPI A and M appraisal and all SCAMPI B and C appraisals, the Contractor shall submit a report detailing the gaps between the organization being assessed and the specified CMMI requirements. For a SCAMPI M appraisal, this report will include an action plan to address weaknesses that can be addressed within the allowable SCAMPI M time constraints. Organizational scope may be limited to an individual Center or part of a Center or it may include multiple NASA Centers. Appraisals shall be conducted on an appropriate set of CMMI[®] Process Areas selected by NASA for each appraisal. The Contractor may be required to attend status meetings, in person or via telephone, as well as other meetings to provide CMMI appraisal statuses or to cover special topics. The Contractor shall provide metrics and reports that help identify common issues associated with the NASA CMMI appraisals. Per task order direction, the contract may be required to provide assessments of proposed CMMI model changes as needed. Per task order direction, the Contractor may be required to pay NASA software engineering partner fees and software engineering conference and or workshop fees and costs.

Deliverables:

As provided in each task order.

Reporting:

The contractor shall provide quarterly reports to summarize activities over the previous quarter. The reports shall summarize number of task orders, work effort performed, customer, dollar value, percent complete, issues encountered, and lessons learned.

ATTACHMENT B

SAMPLE TASKS

TASK #1: Assist in Metrics Collection, Analysis, and Reporting at Johnson Space Center (JSC)

In accordance with Contract Line Item CLIN #1, the Contractor shall assist in the collection, analysis, and reporting of JSC project and Center metrics and in improving existing JSC metrics processes.

The JSC Software Engineering Process Group (SEPG) has produced a set of processes for metrics collection, analysis, reporting, and storage at the project and Center level. The Contractor shall assist in assessing process use and metrics activities and make recommendations for improvements to the processes, the metrics, including metrics for assessing the process improvement program, and the use of the metrics for JSC. This activity includes aligning the metrics results with the Agency-level metrics requirements as stated in NPR 7150 and established by the Agency-level SEPG. Metrics requirements must also take into account any specific metrics requirements from the Mission Directorates.

Deliverables:

- A written report containing the status of metrics process usage, the metrics collected to date, and the recommendations for improvements.
- Written Monthly Status Reports to the Center's SEPG Lead containing:
 - The date the activity is performed,
 - With whom the activity is performed (i.e., Center Name and also one of the following: the person's name(s) or project name for project specific assistance)
 - Results of activity (e.g., defined metrics collection procedure and delivered it to the SEPG to close project management Gap 7 identified in the XYZ Gap Analysis Report, assistance in helping Project XYZ write their measurement collection plan, reviewed and commented on revised procedures to see if modifications are sufficient to eliminate findings from the ABC Pre-Assessment); and
 - How much time was spent on this activity during the reporting month (e.g., 12 hours, 3 days)

Schedule: Eighteen (18) months from the date of the order (estimated to be September 1, 2014 through March 1, 2015).

TASK #2: On-site CMMI Consultation at the Kennedy Space Center (KSC)

In accordance with NASA, Glenn Research Center Contract No. NNCXXXXXXX, CLIN #1, the Contractor shall deliver consultation services at Kennedy Space Center in preparation for moving toward CMMI Maturity Level 3.

The contractor shall provide a CMMI-Institute certified High Maturity Lead Appraiser to perform this consultation. Clarification and approval for scope and business unit coverage needed for PIIDs shall be decided. The contractor shall review applicable artifacts for potential weaknesses in moving to CMMI Maturity Level 3. Written feedback shall be provided on areas of weakness for CMMI Maturity Level 3 with potential solutions.

The contractor shall coordinate specific dates with the KSC Technical Representative, with tentative dates being July 8-12, 2013.

Place of Performance: NASA, Kennedy Space Center, FL 32899

Period of Performance: July 8-12, 2013

Deliberables: Final report on the status of the KSC organizational processes and recommendations for improvement shall be provided at the conclusion of the consultation. An out-brief to the KSC EPG shall be provided on the final day of the consultation.

TASK #3: Conduct Class in NASA Standards at Goddard Space Flight Center

In accordance with CLIN #2, the Contractor shall conduct a five (5) day course covering how a software project or organization can effectively and efficiently address both the CMMI[®] model and the broad set of NASA-issued standards and requirements involving software and system development and release. This course shall also address how the standards will affect a project and hints such as where to go to find help (i.e. SEPG/ EPG).

The following standards/requirements must be covered by this class:

- NPR 7150.2A NASA Software Engineering Requirements,
- NPR 7123.1A NASA Systems Engineering Processes and Requirements,
- NASA-STD-8719.13 NASA Software Safety Standard,
- NASA-STD-8739.8 NASA Software Assurance Standard,
- NPR 7120.5E NASA Program and Project Management Processes and Requirements.

Deliverables:

- All course materials needed for 32 students.
- A copy of completed student evaluations and completed attendance sheets.

Schedule: Training shall be conducted within the month of December 2014.

TASK #4: CMMI (Capability Maturity Model Integrated) SCAMPI B (Standard CMMI Appraisal Method for Process Improvement) appraisal

In accordance with NASA, Glenn Research Center Contract No. XXXXXXXX, CLIN #3 (Standard CMMI[®] Appraisal Method for Process Improvement (SCAMPI)), the Contractor shall deliver consultation and appraisal services at Kennedy Space Center; contractor shall perform a SCAMPI B appraisal to evaluate the status of KSC/Spaceport Command and Control organizational processes.

Contractor shall perform one day of planning and preparation work off-site, prior to the appraisal at KSC.

The contractor shall provide a CMMI Institute-certified High Maturity Lead Appraiser to perform this appraisal. The contractor shall review documented processes against the specific and generic practices up to Maturity Level (ML) 3 for all CMMI ML3 Process Areas. Strengths and weaknesses against those practices shall be identified to facilitate the KSC EPG in their process improvement efforts to prepare for a potential SCAMPI A appraisal; recommendations shall also be provided for correcting identified weaknesses.

The contractor shall coordinate specific dates with the KSC Technical Representative, with tentative dates being August 19-28, 2013.

Place of Performance: NASA, Kennedy Space Center, FL 32899

Period of Performance; August 19-28, 2013

Deliverables: Final report on the status of the KSC organizational processes and recommendations for improvement shall be provided at the conclusion of the appraisal. An out-brief to the KSC EPG and Spaceport Command and Control management shall be provided on the final day of the appraisal.

TASK #5: Class A SCAMPI Appraisal(s) of NASA Class A Software

In accordance with CLIN #3. The contractor shall:

- Conduct SCAMPI Class A appraisal(s) of Class A software developed/managed by NASA using the CMMI-Dev model. Class A software will be appraised at CMMI-Dev Maturity Level 3.
- Background: All Class A software projects are using one of the sets of NASA organizational processes. Class A software is developed at Johnson Space Center, Marshall Space Flight Center, Kennedy Space Center and Glenn Research Center.
- Work with NASA SEPG and NASA management sponsors to define a representative sample of projects for the appraisal(s), plan the Readiness Review, and appraisal(s) and prepare the appraisal plan.
- Provide a CMMI-Institute certified SCAMPI High Maturity Lead Appraiser(s) to lead an appraisal team of qualified NASA personnel from the Centers who will be assigned by the NASA SEPG.
- Conduct appraisal team training/orientation. (Team members will have met the appropriate pre-requisite requirements.)
- Conduct the appraisals following the SCAMPI methodology with all deliverables below.
- Conduct a post-appraisal workshop to define follow-on action items for continued process improvement.

Deliverables:

- Initial and final copies of the appraisal plan
- Final Readiness review and appraisal team training/orientation
- SCAMPI A appraisal(s) with all CMMI-Institute required deliverables
- Final findings presentation and final PIIDs with project-specific results
- Post-appraisal action plan and report

Schedule: Planning to begin upon initiation of task and appraisals to be completed within 6 months. (Estimated schedule: April 1, 2015 to September 30, 2015)

Other related information:

It is anticipated that the task will involve 2-3 trips to Houston, TX: (1) five days for the Readiness Review and Appraisal Team Orientation, (2) 10 days for the appraisal, and (3) one day for the post-appraisal action planning workshop.

Initial planning, reporting the results to the CMMI Institute, and task wrap-up will be accomplished via teleconferences.

Attachment C

Fully Burdened Labor Rates

Labor Category	Contract	Year 1	Year 2	Year 3	Year 4	Year 5
XXX						
XXX						

Class/Course Listing

Class Name	Contract	Year 1	Year 2	Year 3	Year 4	Year 5
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Attachment D

[This form contains Source Selection Information when completed (See FAR 3.104)]

PAST PERFORMANCE QUESTIONNAIRE

Offeror's Historical Data

Company Name	
Contract Number	
Contract Title	
Contract Type	
Contract Description (Process improvement consultations, training, CMMI appraisal services, etc.)	
Period of Performance (basic and any options)	
Total Contract Value	
Location of Services	
Approximate number of employees	

1. During this contract period of performance, this firm was the:

☐ Prime Contractor

☐ Significant Subcontractor

☐ Other (please describe)

2. What percentage of the total contract value did this firm perform? _____

3. Does a corporate relationship exist between the company being evaluated and your organization?

☐ No

☐ Yes (please describe)

4. Unusual contract features or conditions, if any:

Respondent Information:

Name	
Phone, Commercial	
Fax Number	
Position/Title	
Relationship to Program	
Length of Involvement	

RATINGS AND QUESTIONS:

Based on your knowledge of the contract identified, above, please provide your assessment of how well the Contractor performed on each of the following questions. Please rate the Contractor as described below in the following technical, schedule, cost, and business capabilities areas.

ADJECTIVAL RATING	DEFINITION
Excellent	Consistent record of exceptional past performance by the Contractor on work identical or very similar to the work requirements of the proposed contract.
Very Good	Consistent record of successful past performance by the Contractor on work identical or very similar to the work requirements of the proposed contract.
Good	Record of effective past performance by the Contractor on work identical, very similar, or relevant to the work requirements of the proposed contract.
Fair	Record of past performance by the Contractor which meets or slightly exceeds minimally acceptable standards on work identical, very similar, or relevant to the work requirements of the proposed contract.
Poor	Record of past performance by the Contractor which does not meet minimum acceptable standards on work identical, very similar, or relevant to the work requirements of the proposed contract.
Not Applicable	Question does not apply to the contract being rated.

Technical Performance

1. Overall performance in planning and controlling the program:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

2. Overall quality of technical services and support provided:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

3. Ability to meet the customer requirements and priorities:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

4. Record in demonstrating a thorough understanding of the nature of the work required and the steps required to accomplish it:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

5. Record in identifying and mitigating risks:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

6. Ability to provide a qualified workforce to fulfill contractual requirements:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

7. Any other comments about Contractor's technical performance:

SCHEDULE PERFORMANCE

1. Adherence to task schedules:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

2. Timeliness and accuracy of cost and business reports:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

3. Record in completing technical tasks/milestones, providing deliverables within the established schedules:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

4. Any other comments about Contractor's schedule performance:

COST PERFORMANCE

1. Adherence to estimated costs and contract cost targets:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

2. Was there a cost overrun/underrun?

☐ No ☐ Yes. If yes, what was the magnitude and the reason?

3. Accuracy of financial reports:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

4. Any other comments about Contractor's cost performance:

BUSINESS CAPABILITIES:

1. Record in identifying key positions, filling these positions with people with the required skills, and providing back-ups:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

2. Turnover rate for key personnel under this contract? ____%

3. Record in contract change order management (commitment to negotiate and implement contract changes in a timely manner):

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

4. Record in effectively selecting and managing subcontractors:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

5. History of reasonable and cooperative behavior and commitment to customer satisfaction:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

6. Record of reacting quickly in adjusting staffing levels and make-up to meet changing requirements:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

7. Record in managing multiple and diverse projects/tasks from planning through execution phases:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

8. Record in managing complex projects at multiple, graphically dispersed sites:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor ☐ N/A

9. Has this contract been partially or completely terminated for convenience or default or subject to litigation?

☐ No ☐ Yes. If yes, please explain.

10. In which of the following areas, if any, do you feel the Contractor is strong?

☐ Attracting and Retaining Qualified Personnel

☐ Communication

☐ Technical Performance

☐ Technical Innovation

☐ Cost Performance

☐ Response to Change

11. In which of the following areas, if any, do you feel the Contractor is weak?

☐ Attracting and Retaining Qualified Personnel

☐ Communication

☐ Technical Performance

☐ Technical Innovation

☐ Cost Performance

☐ Response to Change

12. Any other comments about Contractor's Business Capabilities:

13. Would you select this Contractor again?

☐ Yes ☐ No

14. Any other comments.

[This form contains Source Selection Information when completed (See FAR 3.104)]

CLIENT AUTHORIZATION LETTER

Date

Dear "Client":

We are currently responding to the NASA Glenn Research Center's Request for Proposal **NNC13Z58019R** for Software Engineering Process Improvement Support procurement requirement.

NASA Glenn is placing increased emphasis in its procurements on relevant experience and past performance as an evaluation factor. A requirement of this solicitation is that clients of entities responding to this solicitation are identified and their participation in the evaluation process is requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

Please complete the enclosed Past Performance Questionnaire and forward it directly to NASA Glenn Research Center, Attn: Eunice J. Adams-Sipp, Mail Stop 60-1, 21000 Brookpark Road, Cleveland, OH 44135 or email Eunice.J.Adams-Sipp@nasa.gov

We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to: _____.

Sincerely,

Enclosure